

EXHIBIT A

**CORNELL**  
UNIVERSITY

Joan and Sanford I. Weill  
Medical College

# **LONG TERM DISABILITY INCOME PLAN**

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## FOREWORD

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Long Term Disability Income Insurance helps to protect your income when, due to a covered illness or injury, you are disabled. The Long Term Disability Income Insurance Plan described in this booklet has been designed to cover a disability sustained on or off the job. This important coverage helps to meet day to day living expenses during extended periods of disability, when your regular income has been affected adversely and need is greatest.

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### YOUR LONG TERM DISABILITY PLAN

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**MONTHLY BENEFIT:** ..... 60.00% OF YOUR BASE MONTHLY EARNINGS, Reduced by benefits payable from the other sources listed in the Certificate  
**MAXIMUM MONTHLY BENEFIT:** ..... \$16,000  
 Based on your age at onset of total disability as defined in the Certificate  
**BENEFIT PERIOD:** ..... 180 days of total disability  
**BENEFIT WAITING PERIOD:** ..... 180 days of total disability

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The Certificate of Insurance on the following pages describes the coverage in detail, including all benefits, limitations and exclusions.

Any insurance benefit in this certificate will apply to an Employee only if: a) he has elected that benefit; and b) has paid the required premium.

This Insurance provides disability Income Insurance only. It does NOT provide basic hospital, basic medical or major medical Insurance as defined by the New York State Insurance Department.

**LONG TERM DISABILITY CERTIFICATE OF INSURANCE**  
**INA LIFE INSURANCE COMPANY OF NEW YORK**  
 127 JOHN STREET, NEW YORK, NEW YORK 10038  
 A STOCK INSURANCE COMPANY

We, the INA Life Insurance Company of New York, have issued a Group Long Term Disability Policy to the Policyholder named on page 4.

We hereby certify that we insure all eligible persons, as defined on page 4, for whom written application is made and accepted by us, and for whom the premium is paid.

Your coverage will begin according to the terms of the Master Policy. This is subject to the provisions on page 19 of this certificate.

This certificate is not a contract of insurance. It contains only a summary of the Group Policy, which alone is the contract under which payments are made.

This certificate replaces any and all certificates which have been issued to you in the past under the Group Policy.

**INA LIFE INSURANCE COMPANY OF NEW YORK**

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**LONG TERM DISABILITY-CERTIFICATE OF INSURANCE**

Policyholder: CORNELL UNIVERSITY MEDICAL COLLEGE

Policy Number: NYK-1972

**WHO IS ELIGIBLE**

You will become eligible for Insurance:

- a) on the day you complete the Waiting Period; and
- b) you are in a Class of Eligible Employees.

**WAITING PERIOD**

Initial Employee Group:

None

New Employee Group:

On the first working day of the month following or coinciding with the date of employment.

**CLASSES OF ELIGIBLE PERSONS.****Class 1**

Regular Non-Academic Employees classified as under exempt the Fair Labor Standards act and the New York State Wage and Hour Laws and Academic Employees whose earnings are sufficient to be classified as exempt under the above laws except for members of the Faculty Practice Plan.

**EFFECTIVE DATE**

You will become insured on the date you elect the Insurance by signing an approved payroll deduction form, but not before you become eligible. If you are a Late Entrant, your Insurance will not become effective until we agree in writing to insure you.

If you are not in Active Service on the date you would otherwise become insured, you will become insured on the date you return to Active Service.

**Late Entrant**

You are a Late Entrant if:

- a) you apply more than 31 days after you become eligible; or
- b) you again apply after you cancel your payroll deduction.

**Evidence of Good Health**

We may require evidence of good health at your expense if you are a Late Entrant.

**TERMINATION OF INSURANCE**

Your Insurance will cease on the earliest date below:

- (1) the date you cease to be eligible for the Insurance;
- (2) the last day for which you have paid your share of the premium;

(3) the date the policy is cancelled; or

(4) the date your Active Service ends.

If your Active Service ends due to Disability for which Monthly Benefits are or may become payable, your Insurance will continue as long as Monthly Benefits are payable for Disability.

**WAIVER OF PREMIUM**

You will not need to pay any premium while Monthly Benefits for Disability are payable to you.



## SCHEDULE OF BENEFITS

### BENEFIT WAITING PERIOD.

The Benefit Waiting Period will be 180 days of continuous Disability. A period of Disability will be considered continuous even if you return to work. If, however, at the end of the Benefit Waiting Period, you have earned more than 80% of your Basic Earnings for any month during the Benefit Waiting Period, it will be extended for 1 month. If, you earn more than 80% of your Basic Earnings for more than one month during the Benefit Waiting Period, your period of Disability will not be considered continuous.

### MONTHLY BENEFIT

The Monthly Benefit for you for any month is the lesser of (1) or (2):

- (1) 60.00% of your Basic Earnings at the time you become Disabled, rounded to the nearest dollar up to \$15,000, and reduced by the amount of all Other Benefits you receive for that month, excluding any Other Benefits your Dependents receive; or
- (2) 70% of your Monthly Basic Earnings at the time you become Disabled, reduced by the amount of all Other Benefits which you and your dependents receive for that month.

However, if you return to work and are earning less than 80% of your Indexed Basic Earnings in your regular occupation or any other occupation your Monthly Benefit is:

1. the Monthly Benefit as figured above for the first 12 months benefits are payable; and
2. the Monthly Benefit as figured above minus 50% of your monthly earnings received while you are Disabled, after the first 12 months benefits are payable.

If, during any month you return to work, the sum of your Monthly Benefit as figured above, your earnings and any Other Benefits, exceed:

1. 100% of your Indexed Basic Earnings for the first 12 months benefits are payable; or
2. 80% of your Indexed Basic Earnings after the first 12 months are payable;

your Monthly Benefit for that month will be further reduced by such excess amount.

## SCHEDULE OF BENEFITS (Continued)

### OTHER BENEFITS

Other Benefits include:

- (1) any amounts which you receive on account of disability under:
  - (a) any group or franchise insurance or similar plan for persons in a group;
  - (b) the Canada and Quebec Pension Plans;
  - (c) any local, state, provincial or federal government disability or retirement plan or law;
  - (d) any salary or wage continuance plan of the Employer;
  - (e) the Jones Act or any workers' compensation, occupational disease or similar law including all permanent as well as temporary disability benefits;
- (1) any work loss provision in the mandatory part of any "No-Fault" auto insurance policy;
- (2) any disability or Old Age benefits payable under the Federal Social Security Act, which you receive (or are assumed to receive) on your own behalf;
- (3) any retirement benefits which you receive under: (a) a Retirement Plan sponsored by the Employer; (b) the Canada and Quebec Pension Plans; (c) the Railroad Retirement Act or the Railroad Unemployment Insurance Act.

\*See the Assumed Receipt of Benefits provision.

**SCHEDULE OF BENEFITS (Continued)****OTHER INSURANCE**

If there is other Group Disability Insurance which:

- (a) applies to the same claim for Disability; and
- (b) contains the same or similar provision for reduction because of Other Benefits;

this policy shall be liable for its pro rata share of the total claim.

"Pro rata share" means the proportion of the total benefit that the amount payable under one policy in the absence of such other insurance bears to the total applicable benefits under all such policies.

The Monthly Benefit will not be less than \$100, or 10% of your Monthly Benefit before reductions due to "Other Benefits" which ever is greater, regardless of any reductions shown in this Schedule. Monthly Benefits will be pro-rated if payable for any period less than a month.

**COST OF LIVING ADJUSTMENT**

On January 1, if you are entitled to receive a Monthly Benefit and have been Disabled for 12 months following the end of the Benefit Waiting Period you will be eligible for a Cost of Living Adjustment. The Monthly Benefit payable to you beginning with the month of January will be increased by 3%.

The Cost of Living Adjustment will be determined on each January 1 until a total of 5 annual adjustments have been made. This adjustment will not be subject to the overall maximum Monthly Benefit.

**SCHEDULE OF BENEFITS (Continued)****ASSUMED RECEIPT OF BENEFITS**

If you are covered for benefits under the Federal Social Security Act, for any disability or Old Age benefits for yourself and your dependents, you will be assumed to be receiving such benefits for yourself. These assumed benefits will be in an amount we estimate you and your dependents, if applicable are eligible to receive. This assumption will not be made if you give the proof that:

- (1) you have applied for these benefits; and
- (2) payments were denied.

However, if payments for disability were denied solely because the disability was not expected to last at least 12 consecutive months, you will be assumed to be receiving such benefits after your disability has continued for 12 consecutive months.

This assumption will not be made if you give the proof that:

- (1) you have reapplied for benefits; and
- (2) payments were again denied.

**INCREASE IN OTHER BENEFITS**

We will not consider any cost of living increase in any Other Benefits which is effective after:

- (1) the first payment of such Other Benefits becomes due; and
- (2) Monthly Benefits become payable under the policy.

**RECOVERY OF OVERPAYMENTS**

If the Monthly Benefit for any month is overpaid, we have the right to recover the amount overpaid by either of the following methods:

- (1) a deduction of the overpaid amount from any future payments; or
- (2) a lump sum repayment of the overpaid amount.

**SCHEDULE OF BENEFITS (Continued)****LUMP SUM PAYMENTS**

Any Other Benefits paid in a lump sum (except as shown below) will be deemed to be paid in monthly amounts prorated over the time for which the sum was paid. If no such time is stated, the lump sum will be prorated monthly over your expected life span. We will determine that expected life span.

Lump Sum Payments under:

- (1) a Retirement Plan will be deemed to be paid in the monthly amount which you could have chosen to receive in installment payments under the Plan;
- (2) the Jones Act or any workers' compensation, occupational disease or similar law (which includes benefits paid under a Compromise and Release) will be deemed to be paid monthly;
  - (a) at the rate stated in the award;
  - (b) at the rate paid prior to the lump sum (if no rate is stated in the award); or
  - (c) at the maximum rate set by the law (if no rate is stated and you did not receive a periodic award).

**DEFINITIONS**

You will find terms that start with capital letters throughout your certificate. All of these terms are defined in the policy. Definitions included here are to help you understand the benefits. When the male pronoun is used it will include the female.

**Active Service** - You will be considered in Active Service:

- (1) on any of your Employer's scheduled work days if you are performing the regular duties of your work on that day, either at one of your Employer's usual places of business or at some location to which you are required to travel for your Employer's business.
- (2) on a day which is not one of your Employer's scheduled work days if you were in Active Service on the preceding scheduled work day.

**Injury** - means an accidental bodily injury.

**Sickness** - means a physical or mental illness. It also includes pregnancy.

**Retirement Plan** - Any defined benefit plan or defined contribution plan (including a profit sharing plan) sponsored by your Employer. It does not include: (1) an individual deferred compensation agreement; (2) a profit sharing or any other retirement or savings plan that is maintained in addition to a defined benefit or other defined contribution pension plan; or (3) any employee savings plan including a Thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan.



**DEFINITIONS (Continued)**

**BASIC EARNINGS.** The term Basic Earnings means your rate of pay reported by your Employer. It does not include overtime, bonus, additional compensation or pay for more than 35 hours a week.

Basic Earnings are determined initially on the date you become insured. A change in the amount of Basic Earnings will be considered effective on the date of the change, if you are not in Active Service on that day, no increase in Basic Earnings will be considered effective until you return to Active Service for one full day. In no event will an increase in your Basic Earnings be considered effective if it occurs:

- (1) between separate periods of Disability which are considered one period under the Successive Periods of Disability provision; or
- (2) during a Benefit Waiting Period.

**INDEXED BASIC EARNINGS.** Your Indexed Basic Earnings is an amount determined as follows:

For the first year you are Disabled, your Indexed Basic Earnings will be equal to your Basic Earnings. After you have been Disabled for 1 year, your Basic Earnings will be increased on each annual anniversary of the date you became Disabled. The amount of each increase will equal A or B, whichever is less where:

A = 10% of your Basic Earnings during the preceding year of Disability.

B = The rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

Your Basic Earnings will not be decreased by a drop in the Consumer Price Index (CPI-W).

CPI-W means the Consumer Price Index for Urban wage Earners and Clerical Workers published by the US Department of Labor. If the Index is discontinued or changed, another nationally published Index that is comparable to the CPI-W will be used.

**DEFINITIONS (Continued)**

**DISABILITY.** You will be considered Disabled if because of Injury or Sickness:

1. you are unable to perform all the material duties of your regular occupation; or
2. you are earning less than 80% of your Indexed Basic Earnings.

**EXCLUSIONS**

No Monthly Benefits will be paid if your Disability results, directly or indirectly, from:

- (1) injuries intentionally self-inflicted while sane or insane; or
- (2) any act or hazard of a declared or undeclared war.

No Monthly Benefits will be paid for a period of Disability when you are not under the care of a licensed physician.

**LONG TERM DISABILITY BENEFITS (Continued)****MENTAL ILLNESS, ALCOHOLISM AND DRUG ABUSE LIMITATION**

The Insurance Company will pay Monthly Benefits for no more than 24 months during your lifetime for Disability caused or contributed to by mental illness, alcoholism or drug abuse while you are not confined in a hospital. You will be considered confined in a hospital only if you are confined continuously for at least 14 days in a hospital licensed to provide care and treatment for the condition causing the Disability.

**PRE-EXISTING CONDITION LIMITATION**

We will not pay Monthly Benefits for any period of Disability which results, directly or indirectly, from an injury or sickness for which you, during the 30 days prior to the most recent effective date of your insurance: (1) incurred expenses; (2) received medical treatment; (3) took prescribed drugs or medicines; or (4) consulted a physician. This limitation will not apply to a period of Disability which begins more than 6 days after the most recent effective date of your insurance.

**LONG TERM DISABILITY BENEFITS****COMMENCEMENT OF BENEFITS**

We will begin paying Monthly Benefits in the amount determined from the Schedule when we receive due proof that:

- (1) you became Disabled while insured for this Long Term Disability Insurance; and
- (2) your Disability has continued for a period longer than the Benefit Waiting Period shown in the Schedule.

**DURATION OF BENEFITS**

We will stop paying Monthly Benefits on the earlier following dates:

- (1) the date you cease to be Disabled; or
- (2) whichever of the following dates is applicable to you:

Age When Disability Began	Date Monthly Benefits Cease
Age 62 or under	The later of: (a) your 66th birthday; or (b) the date the 42nd Monthly Benefit is payable;
Age 63	The date the 36th Monthly Benefit is payable;
Age 64	The date the 30th Monthly Benefit is payable;
Age 65	The date the 24th Monthly Benefit is payable;
Age 66	The date the 21st Monthly Benefit is payable;
Age 67	The date the 18th Monthly Benefit is payable;
Age 68	The date the 15th Monthly Benefit is payable;
Age 69 or over	The date the 12th Monthly Benefit is payable.

**LONG TERM DISABILITY BENEFITS (Continued)****FAMILY SURVIVOR BENEFITS**

We will pay Family Benefits as set forth below for up to 3 months if:

- (1) you become Disabled while Insured for Family Benefits;
- (2) the Disability has continued for at least 6 months beyond the Benefit Waiting Period; and
- (3) you die while Monthly Benefits are being paid for that Disability and we receive due proof of death.

**PAYMENT OF FAMILY BENEFITS**

Family Benefits will be payable Monthly beginning one month after your death. Family Benefits will be paid to your lawful spouse if living. If your lawful spouse is not living when any Family Benefit is due, it will be paid in equal shares to each of your children. No Family Benefits will be paid if there is no lawful spouse or child.

The term child means your unmarried child (including a stepchild living with you at the time of death) who is less than 21 years old. Family Benefits may not be assigned. Payment to anyone as provided above will release us from all liability for Family Benefits to the extent of the payments made.

**AMOUNT OF FAMILY BENEFITS**

The amount payable for Family Benefits will be equal to 100% of the sum of:

- (1) the Monthly Benefit due for the last full month of Disability before your death; and
- (2) any amount by which such Monthly Benefit was reduced because of wage or profit received for work performed.

**LONG TERM DISABILITY BENEFITS (Continued)****CONTINUITY OF COVERAGE AND PRE-EXISTING CONDITION LIMITATION**

The Pre-existing Condition Limitation will be waived, as described below, if you were Insured on the day before the Effective Date of this policy under a group long term disability policy: (a) sponsored by your Employer; and (b) replaced by this policy; provided you:

- (1) are in Active Service on the Effective Date of this Policy; and
- (2) have fulfilled the requirements of any Pre-existing Condition Limitation of the replaced policy.

However, if you:

- (1) are in Active Service on the Effective Date of this policy; and
- (2) have not fulfilled the requirements of any Pre-existing Condition Limitation of the replaced policy because the time period required prior to start of Disability has not been satisfied.

Any portion of time which may have been satisfied under such Pre-existing Condition Limitation will be applied toward the satisfaction of that time period requirement of the Pre-existing Condition Limitation of this policy.

If Monthly Benefits are determined to be payable, they will be paid according to the provisions of this policy.

**SUCCESSIVE PERIOD OF DISABILITY**

Separate periods of Disability resulting from the same or related causes will be considered one period of Disability unless separated by your return to Active Service for at least 6 consecutive months.

Separate periods of Disability resulting from unrelated causes will be considered one period of Disability unless separated by your return to Active Service for at least one full day.

These provisions do not apply:

- (1) to the Benefit Waiting Period; or
- (2) when you become eligible for benefits under any group long term disability policy.



**CONVERSION PRIVILEGE**

**HOW AND WHEN TO CONVERT** - When your Long Term Disability Insurance under this policy ceases, you may be eligible to be insured under a group policy providing converted long term disability benefits (called Converted Insurance) only if you: (1) are Entitled to Convert; and (2) apply in writing and pay the first premium for Converted Insurance to the Insurance Company within either of the following periods of time after the date your Insurance under this policy ceases:

- (a) within 31 days, without evidence of good health; or
- (b) after 31 days but not more than 62 days, with evidence of good health.

**ENTITLED TO CONVERT** - You are Entitled to Convert Long Term Disability Insurance only if:

- (1) you have been insured for at least 12 consecutive months under this policy or under this and a prior Long Term Disability group policy issued to the Policyholder; and
- (2) your Insurance under this policy ceased because you were no longer in Active Service because of resignation, involuntary termination, layoff or an uninsured leave of absence.

**NOT ENTITLED TO CONVERT** - You are not Entitled to Convert if:

- (1) you are no longer in a Class of Eligible Employees;
- (2) you have attained age 70;
- (3) you are retired;
- (4) you are not in Active Service because of disability; or
- (5) this policy is cancelled for any reason.

**CONVERTED INSURANCE** - Converted Insurance will be provided under the plan of benefits offered by the Insurance Company at the time the first premium is received.

A certificate under the group converted policy will be issued to you describing your benefits. Converted Insurance will take effect on: (a) the day after your Insurance under this policy ceases; or (b) in the case that you are required to submit evidence of good health, the day the Insurance Company accepts the evidence. The premium on the day it takes effect will be based on: (a) class of risk; (b) age; and (c) benefits.

The Insurance Company or the Policyholder will give you further details of the available Converted Insurance.

**GENERAL PROVISIONS**

**Notice of Claim** - Written notice of claim must be given to us within 30 days after the occurrence or start of the loss on which a claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

**Claim Forms** - When we receive the notice of claim, we will give to the claimant, the claim forms we use for filing proof of loss. If the claimant does not get these claim forms within 15 days after we receive notice of claim, he will be considered to have met the proof of loss requirements if he submits written proof of loss within 60 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which a claim is made.

**Proof of Loss** - Written proof of loss must be given to us within 90 days after the date of the loss for which a claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

**Physical Examination** - At our expense, we have the right to examine any person for whom a claim is pending as often as we may reasonably require.

**Legal Actions** - No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with us. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the policy. (Kansas: 5 years; South Carolina: 6 years).



**GENERAL PROVISIONS (Continued)****PAYMENT OF BENEFITS**

**To Whom Payable** - Any benefits that are payable for disability will be paid to you. Family Benefits will be paid to the eligible survivor(s) according to the terms of that section.

If any person to whom benefits are payable is a minor or, in our opinion, is not able to give a valid receipt for any payment due you, such payment will be made to your legal guardian. However, if no request for payment has been made by your legal guardian, we may at our option make payment to the person or institution appearing to have assumed your custody and support.

If you die while any of your disability benefits remain unpaid, we may, at our option, make direct payment to any of your following living relatives: spouse, mother, father, children, brothers or sisters; or to the executor or administrators of your estate.

Payment in the manner described above will release us from all liability to the extent of any payment made.

**Time of Payment** - Any disability benefits will be paid at regular intervals of not more than one month. Any balance which remains unpaid at the end of any period for which we are liable will be paid at that time.

**SUPPLEMENTAL INFORMATION**

for

**LONG TERM DISABILITY INSURANCE PLAN FOR CORNELL  
UNIVERSITY MEDICAL COLLEGE**

**A Group Insurance Plan**

**required by the Employee Retirement**

**Income Security Act of 1974**

The following information together with the information contained in this certificate/booklet constitutes the Summary Plan Description required by the Employee Retirement Income Security Act of 1974.

The Plan is established and maintained by: **CORNELL UNIVERSITY/CORNELL UNIVERSITY MEDICAL COLLEGE**

The Employer Identification Number (EIN) is: 16-0632082.

The Plan Number is: 612.

a. This Long Term Disability Income Insurance Plan is administered directly by the Plan Administrator with benefits provided

b. In accordance with the provisions of the group insurance contract, NYK-1972,

c. issued by INA Life Insurance Company Of New York

The Plan Administrator is: Plan Administration Committee

All plan administration is done at:

Benefits Office

1300 York Avenue

New York, New York

10021

The Plan Administrator has authority to control and manage the operation and administration of the plan.

The agent for service of legal process is: Secretary of the Corporation, Cornell University, Gay Hall, Ithaca, NY 14853.

Service of legal process may also be made upon the Plan Administrator or any plan trustee.

This plan of benefits is financed by: a sharing of the cost by the employer and employee.

Date of the end of the Plan Year: June 30.

For description of the eligibility requirements of the plan, the amount and type of benefits available, the circumstances under which benefits under the plan are not available or may terminate, please refer to this booklet.

**Plan Termination:** The right is reserved in the plan for the Plan Administrator to terminate, suspend, withdraw or amend the plan in whole or in part at any time, subject to the applicable provisions of the Group Insurance Policy. Your rights upon termination or amendment of the plan are set forth in your Certificate of Insurance.

## CLAIM PROCEDURES

### Filing a Claim for Benefits

When you are reasonably sure that you are eligible to receive benefits under this plan, you may request a claim form from the Benefits Office. All claims submitted to the insurer must be on forms provided by the insurer (unless forms are not currently available). In which case you may simply supply the appropriate party with a written statement outlining proof and extent of loss. Complete the claim form according to directions and return the claim form to the Benefits Office.

From the date your notice of claim is returned, the insurance company has 90 days in which to review the claim to determine whether or not benefits are payable in accordance with the terms and provisions of the Group Policy. Under special circumstances the insurance company may require an extension of this 90 day period in which case you will receive written notice from the insurance company, prior to the end of the initial 90 days, informing you of the need for an extension. This extension period allows the insurance company an additional 90 days to review your claim. During this period the insurance company may require a medical examination, at its own expense, or additional information in order to make a determination on your claim. If additional information is required you will receive a request, in writing, specifying the nature of the information needed and an explanation as to why it is needed. If a medical examination is necessary you will be given the time of appointment and the doctor's name and location. It is important to keep any appointments made since rescheduling exams will delay the claim process.

If you are not notified of the claim status within 90 days and you have been notified that the extension period has been applied, you may request a review of your claim by following the procedure outlined under "Claim Review Procedure".

Once your claim has been approved, you will receive the appropriate benefit from the Insurance Company.

### What if your Benefits are denied?

If your claim for benefits is denied in whole or part, you will receive written notice of such denial within the 90 day period stated above (or 180 days if the extension period is required).

Each written notice of denial shall set forth:

- 1) the specific reason(s) for the denial of the claim
- 2) a specific reference to the provision(s) of the Group Policy upon which the denial is based; and
- 3) notice of your right to have the denial reviewed by the Insurance Company.

### Claim Review Procedure

If you receive a written notice of denial, you or your duly authorized representative may request a review of the claim by giving written notice to the Insurance Company. This request for a review must be made to the Plan Administrator within 60 days of the receipt of denial by the insurance company. If such request is not made within 60 days you will be deemed to have waived your right to a review by the Insurance Company.

Once the Insurance Company receives a request for a review, a prompt review of the claim must take place. You or your authorized representative have the right to review documents that might have a bearing on the claim including the documents which establish and control the plan, and to submit issues and comments that you feel might affect the outcome of the review.

Upon completion of a full and complete review, the Insurance Company will notify you in writing of the results, citing plan provisions that control the decision. The Insurance Company has 60 days to notify you of its decision unless special circumstances require an extension of time. If an extension is required, the Insurance Company shall notify you of the need for an extension before the end of the initial 60 day period for completing the review procedure. This means that the Insurance Company will have an additional 60 days to notify you of the decision on your denied claim.

### Statement of ERISA Rights

As a participant in this Long Term Disability Income Insurance Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. All plan participants are entitled to:

- a. Examine, without charge, at the Plan Administrator's office, 1300 York Avenue, New York, NY 10021, all plan documents including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor such as annual reports and plan descriptions.
- b. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator who may make a reasonable charge for the copies.
- c. Receive a summary of the plan's annual financial report which the law requires the Plan Administrator of certain plans to provide to each plan participant.  
(Unless there are reasons beyond the control of the Plan Administrator, materials that you request should be received within 30 days. If they are not, you may file suit in a federal court. The court may require the Plan Administrator to pay up to \$100 for each day's delay until the materials are received.)

- d. Receive a written explanation of the reasons why your claim for benefits has been denied in whole or part and a review and reconsideration of your claim.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan.

These people are called "fiduciaries", and they must act prudently and with the sole interests of you and other participants in mind.

No one, not even your employer, may sue you or discriminate against you in order to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.



THE POLICE COLLEGE  
CORRECTIONAL CENTER  
100-100 STREET  
NEW YORK, NY 10012



**SUBJECT: Benefits**

**EFFECTIVE: 01/01/94 (Restated)**

### **324 LONG TERM DISABILITY (LTD) PLAN**

**PURPOSE** - To provide income protection for exempt employees in the event of a long-term disability.

**DESCRIPTION** - In the event that a disability continues beyond six consecutive months, all covered employees may be eligible for benefits under this plan. The benefit is equal to at least 60 percent of the employee's basic monthly salary at the time the disability began, less Social Security, Worker's Compensation, or any other group disability or employer contributory retirement benefits. This benefit is paid for as long as a disability continues until age 65, however, the benefit period is limited if disability begins on or after age 62.

**ELIGIBILITY** - Regular exempt employees who work at least 17.5 hours a week are eligible to participate in the plan on the first of the month coincident with, or next following, the date of employment.

#### **GENERAL PROVISIONS DURING BENEFIT PERIOD**

**Retirement Plan Benefits** - The Medical College will continue to make retirement contributions during the period of long term disability at no cost to the employee. The contributions made during the LTD benefit period are fully taxable.

**Group Life Insurance** - Group life insurance, both basic and, if the employee is enrolled, supplemental will be continued at the predisability face value of the policy at no cost to the employee after nine months of disability.

**Health Insurance** - Employees receiving LTD benefits may continue their group health insurance by paying any employee share of the cost required.

**DISCLAIMER** - While every attempt has been made to ensure the accuracy of the above summary, the legal documents, policies, or certificates pertaining to this benefit prevail in the event of any discrepancy. This policy does not constitute a legal document. The Board of Trustees of Cornell University reserves the right to modify this or any other benefits program at the Medical College.

**FOR MORE INFORMATION** - For more information about this Plan, please refer to your summary plan booklet or contact the Benefits Office.